The relief described hereinbelow is SO ORDERED.

Signed April 15, 2015.

Ronald B. King
United States Chief Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

IN RE:	§	
	§	**CASE NO. 13-60890-RBK**
JERRIS PENROD MAPES	§	
DEBTOR(S)	§	**CHAPTER 13**
	§	
FAY SERVICING, LLC	§	
MOVANT	§	
	§	
	§	

AGREED ORDER MODIFYING STAY

The Court finds that Fay Servicing, LLC, as servicing agent for Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as trustee for GFT Mortgage Loan Trust, Series 2014-1 (hereinafter collectively referred to as "Movant"), a secured creditor in this matter, has filed a Motion for Relief from Stay of Act Against Property ("Motion") concerning the collateral described as 2612 Laguna Drive, Harker Heights, Texas 76548 (the "Property") and more particularly described in the deed of trust; that all required notices of the Motion and hearing thereon have been properly served; and that the parties have agreed to modification of the 11 USC §362(a) stay with respect to the Property. Debtor(s) have defaulted in the performance of certain obligations to Movant.

IT IS THEREFORE ORDERED THAT:

1. The 11 USC §362(a) stay as to Movant, its successors and/or assigns, in accordance with the parties' agreement, is hereby MODIFIED, and shall remain in effect provided Debtor(s) comply with the following conditions:

a. Debtor(s) shall resume making all future monthly payments to Movant as they become due commencing with the April 1, 2015 payment, each payment to be timely made in accordance with the terms and provisions of the loan documents between Movant and Debtor(s). Payments should be paid to Fay Servicing, LLC, 939 W. North Avenue, Suite 680, Chicago, Illinois 60642.

b. A post-petition arrearage exists and is itemized as follows:

Description	Unit Amount	Total Amount
Regular Payment: 06/01/2014	$1,317.86	$1,317.86
Regular Payment: 07/01/2014	$1,317.86	$1,317.86
Regular Payment: 08/01/2014	$1,317.86	$1,317.86
Regular Payment: 09/01/2014	$1,317.86	$1,317.86
Regular Payment: 10/01/2014	$1,317.86	$1,317.86
Regular Payment: 11/01/2014	$1,317.86	$1,317.86
Regular Payment: 12/01/2014	$1,292.57	$1,292.57
Regular Payment: 01/01/2015	$1,292.57	$1,292.57
Regular Payment: 02/01/2015	$1,292.57	$1,292.57
Regular Payment: 03/01/2015	$1,292.57	$1,292.57
Suspense Balance	($790.14)	($790.14)

c. Debtor(s) shall cure the post-petition arrearage currently due to Movant for the month(s) of June 2014 through and including March 2015 in the total amount of $12,937.30, which includes a suspense credit of $790.14 and post-petition attorneys' fees and costs incurred by Movant in bringing this Motion in the amount of $650.00, by allowing Movant to file a Supplemental Proof of Claim in the amount of $12,937.30, which is to be paid through the Chapter 13 Plan.

d. Within 30 days of the entry of this order, Debtor(s) shall file a motion to modify the Chapter 13 Plan with respect to Movant to include provisions for payment of the sum of $12,937.30, the post-petition arrearage claim referenced in paragraph 1(b) of this order. The Trustee reserves the right to object to Debtor's modification.

e. Debtor(s) shall remain current on those payments arising under the terms of the Chapter 13 plan.

2. Movant may apply the payments received hereunder first to attorney's fees and costs and then to the remainder of the arrearage due to Movant as set forth above.

3. Debtor(s)' tendering of a check to Movant which is subsequently returned due to an insufficiency of funds in the account upon which the check is drawn shall not constitute a "payment" as that term is used in Paragraph 1 of this Order.

4. Debtor(s)' subsequent modification of the Plan in response to a notice of default under this Order provided by Movant to Debtor(s) shall not constitute the curing of default described in such notice of default.

5. In the event that Debtor(s) fail to comply with any of the conditions set forth in Paragraph 1 of this Order, and upon Movant's providing to Debtor(s) and Debtor(s)' Attorney written notice of the noncompliance, by

first class and certified mail, and upon Debtor(s)' failure to cure the noncompliance and pay an additional amount of $50.00 to reimburse Movant for the attorney fees and costs incurred in connection with the Notice of Default within eleven (11) days from the date of the written notice, the 11 USC §362(a) stay as to Movant, its successors and/or assigns, shall be terminated without notice or order of the Court, and Movant, its successors and/or assigns, shall be permitted to exercise any rights granted to it by the loan documents with respect to the Property including, but not limited to, the execution of a non-judicial foreclosure sale of the Property. Debtor(s)' right to notice is expressly limited to two (2) events of noncompliance. Upon the third (3rd) event of noncompliance, the 11 USC §362(a) stay as to Movant, its successors and/or assigns, shall be terminated without further notice or order, and Movant, its successors and/or assigns, shall be permitted to exercise its rights stated herein. Movant shall notify Trustee if stay terminates and Trustee shall cease payments to Movant.

6. If the automatic stay is terminated as to the Property, Movant must provide written notice by regular U.S. mail to the Debtor(s), Debtor(s)' Attorney, and the Trustee. Once the Trustee receives such notice, no further disbursements will be made on Movant's claim until an amended claim is filed by Movant.
7. In the event the Debtor(s) convert to a Chapter 7 during the pendency of this bankruptcy case, the Debtor(s) shall cure all arrearage due to Movant by the date of entry of the Order converting the case. Should the Debtor(s) fail to timely cure said arrearage Movant may abandon the terms of this agreement, and the 11 USC §362(a) stay, if any is in effect, shall terminate without further notice or order of the Court, and Movant, its successors and/or assigns, shall be free to exercise any rights granted to it by the loan documents with respect to the Property including, but not limited to, the execution of a non-judicial foreclosure sale of the Property.

IT IS FURTHER ORDERED that the provisions of Bankruptcy Rule 4001(a)(3) are waived and the Order shall be in full force and effect upon signature of this Court.

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AGREED TO AND APPROVED BY:

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